

JAMES PUZEY (NV SBN 05745)
jpuzey@nvlawfirm.com
 KEARNEY PUZEY DAMONTE
 800 South Meadows Parkway, Suite 800
 Reno, Nevada 89521
 Telephone: (775) 851-8700

 SHERRIE M. FLYNN (*Pro Hac Vice*)
sflynn@ch-law.com
 ROBERT K. ASHLEY (*Pro Hac Vice Forthcoming*)
rashley@ch-law.com
 COLEMAN & HOROWITT, LLP
 Attorneys at Law
 499 W. Shaw Avenue, Suite 116
 Fresno, California 93704
 Telephone: (559) 248-4820
 Facsimile: (559) 248-4830

Attorneys for Plaintiffs and Counter-Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA – RENO DIVISION

UTHERVERSE, INC., a Nevada corporation,
 BRIAN SHUSTER, an individual,

Plaintiffs,

v.

BRIAN QUINN, an individual; JOSHUA
 DENNE, and individual; BLOCKCHAIN
 FUNDING, INC. a Delaware corporation;
 BLOCKCHAIN ALLIANCE LLC, a
 Wyoming Limited Liability Company;
 MASTERNODE PARTNERS, LLC, a
 Wyoming Limited Liability Company;
 LYNNE MARTIN, an individual; NIYA
 HOLDINGS, LLC, a Nevada limited liability
 company; NIMA MOMAYEZ, an individual;
 and JEREMY ROMA, an individual,

Defendants.

AND RELATED COUNTERCOMPLAINT.

Case No. 3:25-cv-00020-MMD-CSD

**ORDER GRANTING STIPULATION TO
 EXTEND DEADLINE FOR PLAINTIFFS
 UTHERVERSE, INC. AND BRIAN
 SHUSTER TO RESPOND TO
 COUNTERCOMPLAINT**

(SECOND REQUEST)

///

1 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs and Counter-
2 Defendants Utherville, Inc. and Brian Shuster (collectively, “Plaintiffs”) through their counsel of
3 record, Kearney Puzey Damonte Ltd. and Coleman & Horowitz, LLP, and Defendants and
4 Counterclaimants Brian Quinn, Joshua Denne, Blockchain Funding, Inc., Blockchain Alliance LLC,
5 Masternode Partners, LLC, Niya Holdings, LLC, and Nima Momayez (“Defendants”), through their
6 counsel of record, Brownstein Hyatt Farber Schreck, LLP, as follows:

7 1. On January 10, 2025, Plaintiffs filed their Complaint for Violation of The Racketeer
8 Influenced and Corrupt Organizations Act (18 U.S.C. §§ 1961 et seq.); Fraud In The Inducement;
9 Intentional Misrepresentation (Fraud); Conversion; Breach of Fiduciary Duty; Aiding and Abetting
10 Breach of Fiduciary Duty; and Tortious Interference With Contract (the “Complaint”). ECF 1.

11 2. On February 28, 2025, Defendants filed their Answer and Countercomplaint for
12 Fraud and Deceit, Civil Claim Under Penal Code Section 496(c), Breach of Fiduciary Duty, and
13 Defamation Per Se (the “Countercomplaint”). ECF 30.

14 3. By virtue of their appearances, Plaintiffs were served with the Countercomplaint on
15 February 28, 2025. Accordingly, the original deadline to respond to the Countercomplaint by
16 Plaintiffs was March 21, 2024.

17 4. On March 13, 2025, counsel for Plaintiffs and counsel for Defendants spoke by
18 telephone and agreed to extend the time for Plaintiffs to respond to the Countercomplaint to April 4,
19 2025.

20 5. On March 20, 2025, counsel for the respective parties again spoke by telephone and
21 discussed, among other items, that the Countercomplaint had not yet been served on additional
22 counter-defendants added as parties by way of the Countercomplaint (*i.e.*, counter-defendants
23 Utherville Digital, Inc., Peter Gantner, Nexus Venture LLC, Ari Good, and Gary Shuster;
24 collectively “Additional Counter-Defendants”). Counsel also discussed a universal response
25 deadline in light of the anticipated varying service dates for Plaintiffs and the Additional Counter-
26 Defendants.

27 6. Also on March 20, 2025, Plaintiffs’ counsel agreed to accept service for the
28 Additional Counter-Defendants. However, as of the filing of this Stipulation, Additional Counter-

1 Defendants have not been served.

2 7. On March 27, 2025, counsel for the respective parties again spoke by telephone and
3 discussed, among other items, that Defendants would be serving an amended countercomplaint.

4 8. Plaintiffs' counsel and Defendants' counsel further agreed that subject to paragraph
5 7 above, Plaintiffs' deadline to respond to the Countercomplaint served on February 28, 2025, would
6 be extended to April 15, 2025.

7 9. On March 28, 2025, parties filed a Stipulation and Order to Extend Deadline for
8 Plaintiffs Utherverse, Inc. and Brian Shuster to Respond to Countercomplaint ("First Request to
9 Extend") to April 15, 2025. ECF 35.

10 10. On March 31, 2025, the Court granted parties First Request to Extend. ECF 36.

11 11. On April 8, parties again spoke by telephone. Counsel for the respective parties
12 agreed to stipulate to set aside default of Jeremy Roma ("Roma") and counsel for Defendants and
13 Countercomplainants indicated that, assuming the Court granted the parties' stipulation, Roma
14 would respond to the complaint, and Defendants would file their amended countercomplaint.

15 12. On April 10, 2025, parties filed a Stipulation to Set Aside Default of Jeremy Roma.
16 ECF 44.

17 13. Also on April 10, 2025, the Court issued an Order Granting Stipulation and Order to
18 Set Aside Default [ECF 37] of Jeremy Roma. ECF 45.

19 14. On April 12, 2025, counsel for Defendants and Countercomplainants indicated the
20 amended countercomplaint would be filed in the next week.

21 15. There is a strong public policy in the Ninth Circuit of deciding cases on the merits,
22 rather than technicalities. *See U.S. v. Signed Personal Check No. 730 of Yubran S. Mesle*, 615 F.3d
23 1085, 1091 (9th Cir. 2010).

24 16. Pursuant to LR IA 6-1(a), the Parties wish to extend the deadline for Plaintiffs to
25 respond to the Countercomplaint.

26 17. Pursuant to the Discovery Plan and Scheduling Order, fact discovery cut-off is
27 October 27, 2025. ECF 41. No dates for trial have been set.

28 18. Accordingly, the Plaintiffs and Defendants stipulate and agree that Plaintiffs shall

1 have up to and including April 30, 2025, within which to file their response to the Countercomplaint
2 served on February 28, 2025. If, in the interim, Defendants serve an amended countercomplaint, the
3 response to the amended countercomplaint will be due as prescribed by the Federal Rules of Civil
4 Procedure.

5 19. This stipulation is brought in good faith and not for purposes of delay.

6 20. This is the second request for an extension of time for Plaintiffs to respond to the
7 Countercomplaint.

8 **IT IS SO STIPULATED.**

9 DATED: April 15, 2025

COLEMAN & HOROWITT, LLP

10 By: /s/Sherrie M. Flynn

11 Sherrie M. Flynn, Esq.
12 Robert K. Ashley, Esq.
13 499 West Shaw Avenue, Suite 116
14 Fresno, California 93704
Telephone: (559) 248- 4820
Email: sflynn@ch-law.com

15 James W. Puzey, Esq
16 800 South Meadows Parkway, Suite 800
17 Reno, Nevada 89521
Telephone: (775) 851- 8700
Email: jpuzey@nvlawfirm.com

18 Attorneys for Plaintiffs Uthervese, Inc. and Brian
19 Shuster and Counter-Defendants Uthervese, Inc.,
20 Brian Shuster, Uthervese Digital Inc., Peter
Gantner, Nexus Venture LLC, Ari Good and Gary
Shuster

21 DATED: April 15, 2025

BROWNSTEIN HYATT FARBER SCHRECK, LLP

22 By: /s/Maximilien D. Fetaz

23 Maximilien D. Fetaz, Esq
24 Zachary R. Meyer, Esq
25 Attorneys for Counterclaimants
26 Brian Quinn, Joshua Denne, Blockchain Funding,
27 Inc., Blockchain Alliance LLC, Masternode
28 Partners, LLC, Niya Holdings, LLC, and Nima
Momayez.

1 **IT IS SO ORDERED.**

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4 UNITED STATES MAGISTRATE JUDGE

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6 DATED: April 16, 2025
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